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XTO REV PROD 88 (7-69) PAID UP (04/17/07)B

# NO SURFACE OIL, GAS AND MINERAL LEASE

and XTO Energy Inc., whose address is: 810 Houston Street., Fort Worth, Texas 76102, Lessee, WITNESSETH:

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, , construct roads and bridges, dig canals, build tanks, and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Johnson, State of Texas, and is described as follows:

# See Exhibit "A" attached hereto and made a part hereof

Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain <u>22.6556</u> acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

- Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of three (3)
  years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon
  said land with no cessation for more than ninety (90) consecutive days.
- said land with no cessation for more than ninety (90) consecutive days.

  3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 25% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 25% part of such oil at the wells as of the days it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear 25% of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, or 25% of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed the royalty such as a said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty sollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in but in no event longer than twenty four consecutive months, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separ
- Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease, in whole or in part, liability for payment hereunder shall rest excutsively on the then owner or owners of this lease, everally as to acreage owned by each.

  4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be entarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following; (1) gas, other than casinghead gas, (2) flouid hydrocarbons (condensate) which are not licinis in the subsurface reservor, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. Should governmental authority having jurisdiction prescribe or permitted by governmental regulations. Lessee shall exercise said option as to each desired unit by executing an instrument destribying such unit and filling it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided or in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to three while this lease is in force, and whether before or after operations or production have been established either on said land, or on the portion of said land circuments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and w
- 5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon there under, and thereby be relieved of all obligations, as to the released acreage or interest.
- 6. Whenever used in this lease the word "operations" shall mean operations for and/or any of the following: preparing the drillsite location and/or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

- 7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 800' of the leased property. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
- 8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
- 9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.
- 10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
- 11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.
- 12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.
- 13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.
- 14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.
- 15. It is hereby agreed and understood that there shall be no activities conducted on the surface of the leased premises without the prior written permission from the surface owner of the applicable portion of the leased premises.
- 16. Notwithstanding anything contained herein to the contrary, it is expressly agreed and understood that, in the event that Lessee elects to pool or unitize and unitizes any of the leased premises, then all the leased premises will be included in such pool or unit.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

SIGNATURE PAGE TO FOLLOW

LESSOR: Columbia Plaza Medical Center of Fort Worth Subsidiary, L.P., a Texas limited partnership
By: Columbia North Texas Subsidiary GP, LLC, as General Partner
By: W. Mark Kimbrough as Vice President
STATE OF TENNESSEE } ss. (Corporation)  COUNTY OF DAVIDSON }  This instrument was acknowledged before me on the
Signature    Notary Public
LESSEE: XTO Energy <sub>x</sub> Inc.
By: Chum S. Refer - JA. Your
STATE OF }
Ss. (Corporation)  COUNTY OF  Out
This instrument was acknowledged before me on the 22 day of Station, 2010 by Cawin S. Ryandr. as Sc.VP-Land Administration of XTO Energy, Inc.

Signature \_\_\_\_

My Commission Expires: <u>Jan. 28, 20</u>

DEDRA L. NUNEZ Notary Public STATE OF TEXAS

My Comm. Exp. 01/28/2012

#### EXHIBIT "A"

22.6556 acres, more or less, and being more particularly described in the following six (6) tracts:

**TRACT 1**: 6.6842 acres, more or less, being a called 5.3356 acres, situated in the E. S. Harris Survey, Tarrant County, Texas, being Lots B, 136, 137, 138, 139, 140, 141, 142, 143, 144 and 145, Dissel Tracts Addition, according to the plats recorded in Volume 388-65, Page 55, Volume 106, Page 129 and Volume 330, Page 34, Plat Records, Tarrant County, Texas, and being more particularly described in that certain Warranty Deed, dated September 16, 1974, from Hospital Corporation of America, a Tennessee corporation to Fort Worth Medical Plaza Inc., a Texas corporation, as recorded at Volume 5714, Page 634, Official Public Records, Tarrant County, Texas;

TRACT 2: 0.8793 acres, more or less, being a called 0.6532 of an acre, situated in the E. S. Harris Survey, A-688, Tarrant County, Texas, being all of Lot 16 and a portion of Lot 17, Dissel Tracts Addition, according to the Plat recorded in Volume 106, Page 129, Plat Records, Tarrant County, Texas, and being more particularly described in that certain Special Warranty Deed, dated June 30, 2004, from Jack L. Turner, M.D., P.A. Profit Sharing Trust (formerly known as Jack L. Turner, M. D., P. A., Profit Sharing Plan And Trust) to Columbia Plaza Medical Center of Fort Worth Subsidiary, L.P., as recorded at Document No. D204205284, Official Public Records, Tarrant County, Texas;

TRACT 3: 4.2404 acres, more or less, being a called 3.2805 acres, situated in the E. S. Harris Survey, A-688, Tarrant County, Texas, being a portion of Lot 122 & Lots 128, 129, 132 & 134, Carlocks Revision of Lots 122-139 inclusive, Dissel Tracts Addition and Lots 45-R & 13-R, Dissel Tract, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 330, Page 34 and Cabinet A, Slide 1195, Plat Records, Tarrant County, Texas, and being more particularly described in that certain General Warranty Deed, dated January 23, 1995 from HCA Health Services of Texas, Inc., a Texas corporation of Fort Worth Medical Plaza, Inc., a Texas corporation, as recorded at Volume 11854, Page 1335, Official Public Records, Tarrant County, Texas;

**TRACT 4**: 2.8024 acres, more or less, being a called 2.2757 acres, situated in the George Shields Survey, A-1402, Tarrant County, Texas, and being Lot 3R, Block 7, Edward Heirs Addition, according to the plat recorded in Cabinet A, Slide 2090, Plat Records, Tarrant County, Texas;

**TRACT 5**: 7.6553 acres, more or less, being a called 7.3252 acres, situated in the George Shields Survey, A-1402, Tarrant County, Texas, and being Lot 2A, Block 2, Medical Centre Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 2536, Plat Records, Tarrant County, Texas; and,

TRACT 6: 0.394 of an acre, more or less, of a called 0.284 of an acre, situated in the W. Welch Survey, A-1644, Tarrant County, Texas, being a portion of that certain 1.263 acre tract, of a called 0.922 of an acre, known as Lot 1R2, Block QR, Rosedale Addition, according to the Plat thereof recorded in Volume 388-195, Page 74, Plat Records, Tarrant County, Texas, and being more particularly described in that certain General Warranty Deed dated October 12, 1994, from American Medicorp Development Co., a Delaware corporation, to Fort Worth Medical Plaza, Inc., as recorded in Volume 11763, Page 1849, Official Public Records, Tarrant County, Texas; LESS AND EXCEPT: 0.869 of an acre, more or less, of a called 0.638 of an acre, being more particularly described in that certain Special Warranty Deed With Use Restrictions dated effective October 1, 1998, from Columbia Plaza Medical Center of Fort Worth Subsidiary, L. P., a Texas limited partnership, successor by merger to Fort Worth Medical Plaza, Inc., to Magnolia and Main Partners, L. P., a Texas limited partnership, as recorded in Volume 13456, Page 361, Official Public Records, Tarrant County, Texas.